

## AN ORDINANCE

BE IT ORDAINED by the Mayor and common council of the city of Marion, in the County of Crittenden and State of Kentucky:

Section 1.—That consent, permission and authority be, and the same is hereby given and granted unto the purchaser of this franchise, and to his, or its, successors, lessees and assigns, for and during the period of twenty years from and after the date of sale of said franchise, to erect and maintain the necessary poles, wires and other equipment and appliances therefor, and to construct upon said poles all necessary wires, conduits and equipment, and to construct and maintain any and all necessary conduits, cables, wires, apparatus or equipment by which electricity may be transmitted, used, conveyed and distributed for light, heat and power purposes, and for any other purposes for which electricity may now or hereafter be used, in, along and upon all the streets, alleys and public places and parts thereof, in the city of Marion, county of Crittenden, State of Kentucky.

Section 2.—The electric system hereby authorized shall be constructed upon the most approved plan and maintained in a substantial and scientific manner, and said purchaser shall not obstruct or interfere in any manner with the present or future drainage of the said City. No water pipe, telephone pole, electric light pole, or fire alarm wire or pole, now or hereafter erected or constructed shall be disturbed or interfered with in the construction, operation or maintenance of said system by said purchaser, its successors, lessees or assigns. All customer service wires erected or installed by said purchaser, under the provisions of this ordinance shall be insulated. All poles erected pursuant to this ordinance shall be located and placed under the direction of the Committee on Streets and Alleys. Any pole shall be promptly re-located by said purchaser, its successors, lessees or assigns, when such re-location is deemed necessary by said Street committee and approved by the city council. No tree or trees located in any street, avenue, alley or public place in said City shall be trimmed by said purchaser, its successors, lessees and assigns, unless permission to do so has been first obtained from the Mayor or the Committee on Electric Light, except in such case where it is apparent that there is serious and imminent danger to life or property, and when such conditions exist, said trees shall be trimmed only to such extent as is required to prevent or avoid such imminent danger. Said purchaser, its successors, lessees and assigns, shall elevate or cut said wires and appliances when necessary for the moving of a building along the streets, avenues, alleys and public places of said city and when a notice that such elevating or cutting is necessary has been served upon it, or them, at least twenty-four hours prior to the time such elevating or cutting is required to be done, by the Committee on Streets and Alleys, or by the Mayor of said City. The entire cost and expense of such elevating and cutting shall be borne by the person or persons whose house is to be moved, such bill of expense to be approved by the City Council as to the correctness of the amount charged for the actual expense for labor and material furnished by the lighting company.

Section 3.—Said purchaser shall be, and is, authorized and empowered to lay, construct and maintain such water pipes and pipes, in, under, along, and across the streets, alleys, avenues and public places of the City of Marion, Kentucky, as may be necessary or convenient for the purpose of obtaining water for the operation of its system of works; to acquire and hold as by law authorized, any and all real estate, water and other rights necessary for said purpose; to use within the present and future limits of said municipality any and all streets, alleys, avenues and public places, ways, or ground as now or may be hereafter laid out while constructing or operating said electric system of works, and to cross any stream in said city for the purpose of constructing, maintaining, or extending such wires, pipes or other apparatus as may be necessary or convenient for the proper manufacture or distribution of electrical energy in or through said municipality; also to make such contracts for the use of such electrical energy as may be agreed upon.

Section 4.—In case it shall be necessary in any work of installation under this ordinance to open or break through into any street, avenue, alley or public place, the said purchaser shall promptly restore such street, avenue, alley or public place to the same condition in which it was, subject to the approval of the Committee on Streets and Alleys in

said City, and where the street, avenue, alley or public place is paved, such replacement shall be the same character as the pavement torn up or interfered with, and shall at all times properly guard by red lights at night, and at all times provide proper signals or guards for all work as it is in progress, and take all other necessary and proper precautions to prevent accidents during the progress of such work.

Section 5.—The said purchaser shall save, indemnify and keep harmless the said City of Marion, Kentucky, during the entire period covered by this ordinance, against all damages, claims for damages, any and all judgments, decrees, costs, attorneys' fees, and expenses in any wise incurred, recovered, or obtained against said City caused by reason of the installation, maintenance and operation, or either, of any such poles, wires, conduits, cables, apparatus or equipment, or by any reason or any act done by the purchaser under this ordinance or otherwise, and said purchaser shall promptly pay any and all such damages, judgments, decrees, costs, attorneys' fees and expenses which said City may in any wise suffer or incur or which may be recovered or obtained against said City, the purchaser reserving the right to be made a party to any litigation arising herein.

Section 6.—The rate to be charged by said purchaser, its successors, lessees or assigns for current used in lighting residence, store buildings and such like shall be not more than fourteen (14) cents per kilowatt hour as registered on a recording watt meter installed on the consumers' premises. It is further provided that where a customers' bill is less than One Dollar (\$1.00) for any one month, the purchaser, its successors, lessees, or assigns, shall render a bill for One Dollar (\$1.00) which shall thus be considered a minimum bill for one month. The consumer shall furnish his own meter for measuring electric current, which shall be of standard make and shall remain the property of the consumer. The purchaser of this franchise, its successors, lessees or assigns shall install all meters without charge to the consumer. The properly authorized Agents of the purchaser shall, at all reasonable hours, be allowed access to all customers' meters for the purpose of reading, examining, testing or removing for repair, of same.

Section 7.—The City agrees to contract with the purchaser, its successors, lessees or assigns, for all its street and public lighting during the term of this franchise, and the purchaser, its successors, lessees or assigns, agrees to supply the City with such lights for streets as it may wish to contract for at the following maximum rates:

For each 500 watt incandescent light burning on a moonlight schedule per year \$48.00; for each 400 watt incandescent light burning on a moonlight schedule per year \$42.00; for each 300 watt incandescent light burning on a moonlight schedule per year \$36.00; for each 200 watt incandescent light burning on a moonlight schedule per year \$28.00; for each 100 watt incandescent light burning on a moonlight schedule per year \$20.00. The purchaser, its successors, lessees and assigns agrees to supply the City with as many additional lights at the above rates as the City may demand, said demand not to exceed one light per month, said lights to be located under the supervision of the Light Committee, provided the minimum rate for lighting the streets shall not be less than TWO HUNDRED DOLLARS (\$200) per month.

When said bill exceeds the said minimum of Two Hundred Dollars, the purchaser, its successors, lessees or assigns, shall render a bill to the City for street lighting monthly, basing each months bill on one-twelfth of the annual amount shown by the number of lamps used by the City for the current month.

Section 8.—If any customer shall fail to pay any bill within thirty days after its rendition, said purchaser, its successors, lessees or assigns, may cut off electrical service to such customer until all arrears, including cost of shutting off and reconnection for the resumption of service shall be fully paid, which cost shall not exceed two dollars (\$2.00).

Section 9.—Said purchaser, its successors, lessees or assigns, shall maintain an office in said City for the first five (5) days in each month for the convenience of the patrons, where the bills shall be payable, and where any notices to the purchaser provided for in this ordinance may be given.

Section 10.—All meters installed at any time shall be subject to inspection to determine whether or not it registers accurately, by some competent person or official who has been duly authorized by said Council of said City to make such inspection, and proportionately for any time that

and if found defective shall immediately be repaired by the purchaser of this franchise, its successors, or assigns, who shall at all times keep a man or men located in said city fully competent and qualified to make any and all repairs upon any part of said system of works. Said purchaser, its successors, lessees and assigns, shall within a reasonable time after request, therefor, connect its lines with the premises of any prospective customer located on its line, who complies with the requirements of this ordinance and the reasonable rules and regulations of said purchaser; and said purchaser shall thereafter furnish such customer with electricity on the terms and conditions herein provided.

Whenever the owners of property fronting any street, avenue or alley, or any portion of same now or hereafter in the city, shall petition, and consent as by law required, to have the line or lines of said system hereby authorized extended along said street, avenue or alley, or said portion thereof, beyond or outside of the place authorized, and the same can be reached by the lines hereunder constructed, without passing over intervening space not petitioned for as required by law, and the purchaser, its successors, lessees or assigns, shall be given at least two customers for each one hundred (100) feet of such extension beyond the lines heretofore constructed, the purchaser, its successors, lessees or assigns, shall thereupon promptly request the City Council for permission to make such extension in accordance with the terms of such petition or consent, which shall be filed with the City Clerk and thereupon such permission shall be granted in accordance with the terms and conditions hereof, and the purchaser, its successors, lessees or assigns, shall thereupon extend its lines or system accordingly and shall furnish electricity to customers or patrons on the line or lines of such extension under the terms and conditions of this ordinance; and thereupon this ordinance shall at once include and cover such extension.

Section 11.—Said purchaser, its successors, lessees or assigns shall install all meters without charge to the consumer. The properly authorized Agents of the purchaser shall, at all reasonable hours, be allowed access to all customers' meters for the purpose of reading, examining, testing or removing for repair, of same.

Section 12.—The charge per kilowatt hour for all electricity used by consumers for power purposes shall be made at a reasonable rate per kilowatt as shown by the meter. The purchaser, its successors, lessees or assigns, will furnish electric current at the customers' connection at approximately 110 volts, for domestic purposes. Terms made known on day of sale. No bid will be accepted for less sum than \$200.00, the estimated expenses incurred in connection therewith.

BBE BOSWELL, Mayor  
E. L. HARPENDING, Clerk  
City Council, of Marion, Ky.

### NOTICE OF SALE OF ELECTRIC LIGHT FRANCHISE

In accordance with the provisions of the Electric Light Franchise published in this paper, I will on Saturday, December 30, 1922 at 1 o'clock P. M. at the Court House in Marion, Crittenden County, Kentucky, expose to public sale to the highest and best bidder said franchise.

TERMS MADE KNOWN ON DAY OF SALE.  
No bid will be accepted for less sum than \$200.00, the estimated expenses incurred in connection therewith.

BBE BOSWELL, Mayor

### LEVIAS

Rev. T. C. Carter of Marion filled his appointment at Union Saturday and Sunday.

Mr. and Mrs. Grady Sisco were guests of her parents, Mr. and Mrs. Jasper Franklin.

Ernest Taylor and wife spent the Thanksgiving holidays with her mother Mrs. Maggie Lore, near Siloam.

Elmo Watson returned from Detroit Mich., last Sunday.

J. H. Price visited Tuesday with his daughter, Mrs. Zetta Clark, near Marion.

J. H. Price and wife were recent guests at the home of Mrs. Maggie Lore.

Mrs. Dora Snyder is the guest of her sister, Ada Watson.

Mrs. Clara alRue and children spent the week end with relatives near Deer Creek.

Mrs. Mary Biggers went to Marion Sunday to visit her sisters, Madames Sallie Paris and Ethel Walker.

Mrs. Mary Bolt returned from Edinboro Sunday. She had been at the Riverside hospital two weeks for treatment.

Mrs. Mildred Settles and son spent last week at Clay.

Mrs. P. J. Gilliss has gone to Keokuk Ky., to visit her daughter, Mrs. Udo Jones.

Mrs. L. L. Price and daughter, Ethelyne, are guests of Mrs. Lena Settles.

Miss Sallie Sullenger spent the week end at home.

Mrs. Hugh Norris and Mrs. C. T. Settles were on the sick list last week but are reported better.

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TELEPHONE No. 225

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**Marion Coal Co.**  
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The sales of Calumet are over 150% greater than that of any other baking powder.



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### MR. MERCHANT:

The Postmasters of the country advise that Christmas packages are already being mailed. Somebody has already begun to sell Christmas goods. Is that somebody YOU?

People have already begun to buy Christmas presents in Marion. Why not secure some of the first Christmas trade as well as the trade that follows by advertising in THE CRITTENDEN PRESS?

Do YOUR Christmas advertising early.  
Run an Ad in next Week's PRESS.